

AVALON LEGAL GROUP LLC
Bryan Naddafi (State Bar No. 13004)
bryan@avalonlg.com
6030 S. Rainbow Blvd., Suite D1
Las Vegas, Nevada 89118
Telephone: (702) 522-6450
Facsimile: (702) 848-5420
Attorneys for Alicia Franco

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

NEW YORK LIFE INSURANCE
COMPANY,

Interpleader Plaintiff,

vs.

ALICIA FRANCO, an individual, and C.B., a
minor, by and through her Guardian Ad Litem,

Interpleader Defendants.

Case No: 2:24-cv-02366

**JOINT STIPULATION AND
[PROPOSED] ORDER FOR THE
DISTRIBUTION OF FUNDS AND
DISMISSAL WITH PREJUDICE**

COMES NOW defendant Alicia Franco (“Franco”) by and through her undersigned counsel of record Avalon Legal Group LLC, plaintiff New York Life Insurance Company (“New York Life”) by its undersigned counsel of record, McDonald Carano LLP, and C.B., a minor, by and through her court appointed Guardian Ad Litem, Donna Benitez (“C.B.”) (ECF No. 20), who hereby stipulate and agree as follows:

1. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332 as New York Life has in its custody or possession money in excess of \$75,000 and both defendants, Franco and C.B. (“Interpleader Defendants”) are not citizens of the same state as New York Life.

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 as Interpleader Defendants reside in Clark County, Nevada.

3. On or about April 9, 2020, New York Life issued life insurance policy no. xxxx4310 (“Policy”) to Javier Franco.

4. On December 30, 2023, Javier Franco passed away.

5. The death benefit due and owing under the Policy is \$135,455.91, plus applicable interest (“Death Benefit”), and New York Life initiated the instant matter to determine the proper

1 person or persons lawfully entitled to it as it could not make a determination without facing multiple
2 liability.

3 6. New York Life is entitled to reimbursement of its reasonable attorneys' fees and other
4 costs incurred in commencing and litigating this action for interpleader.

5 7. New York Life incurred reasonable attorneys' fees in commencing and litigating this
6 action for interpleader, including accomplishing service and filing of its Motion to Appoint Guardian
7 ad Litem (ECF No. 6), in the amount of \$5,635 ("Fees").

8 8. The Interpleader Defendants stipulate and agree that New York Life may withhold its
9 Fees from the Death Benefit. The Interpleader Defendants further stipulate and agree that after New
10 York Life's receipt of a W9, New York Life shall distribute the remainder of the Death Benefit to
11 Franco.

12 9. The parties shall provide notice to this Court of full disbursement of the Death Benefit
13 as stated above within ten (10) days of such disbursement and shall request dismissal of this action
14 with prejudice in its entirety with Franco and C.B. to bear their own respective fees and costs ("Order
15 of Dismissal").

16 10. Upon execution of this Joint Stipulation and issuance of the Order of Dismissal, the
17 Interpleader Defendants shall be, and hereby are, permanently enjoined from making any and all
18 claims, demands, causes of action (including, without limitation, claims for contribution or
19 indemnification), complaints, rights, debts, liabilities, liens, losses, demands, obligations, damages
20 (whether general, special, punitive, exemplary, contractual, or extra-contractual), costs, expenses
21 (including, without limitation, attorneys' fees), suits, charges, actions, and causes of action, of
22 whatever kind or nature, whether legal, equitable, or administrative, whether now known or unknown,
23 suspected or unsuspected, contingent or fixed, that the Interpleader Defendants, individually, jointly
24 or severally, had, now have, or may have against New York Life or arising out of or relating to the
25 Policy and the Death Benefit.

11. Further, upon execution of this Joint Stipulation and issuance of the Order of Dismissal, New York Life shall have no further liability with respect to the Policy, the Death Benefit, and the Interpleader Defendants.

12. This Joint Stipulation may be executed in counterparts.

Dated: 2/19/2025

AVALON LEGAL GROUP LLC

Bryan Naddafi

ID 9XYA2Aegow5WuqR3ah82cquc

Bryan Naddafi, Esq. (SBN: 13004)
6030 S. Rainbow Blvd., Suite D1
Las Vegas, NV 89118
bryan@avalonlg.com
Attorney for Alicia Franco

Dated: 2/18/2025

McDONALD CARANO LLP

Rory T. Kay

ID F2Bn3LhN7xrlPumFwwpMQxmt

Rory T. Kay, Esq. (NSBN 12416)
Karyna M. Armstrong, Esq. (NSBN 16044)
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
rkay@mcdonaldcarano.com
karmstrong@mcdonaldcarano.com
Attorneys for New York Life Insurance Company

Dated: 2/14/2025

C.B.

Donna Benitez

ID LHGt9eSNGX1tunXvK5VdjYc

Donna Benitez, Court Appointed Guardian
Ad Litem for C.B., a minor
Pro Se

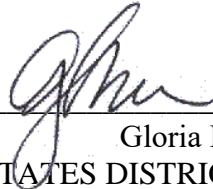
ORDER

Based on the foregoing stipulation of the parties, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that New York Life may withhold its reasonable attorney's fees and costs in the amount of \$5,635 from the Death Benefit totaling \$135,455.91, plus interest, which is in New York Life's possession, and then distribute the remainder to Alicia Franco in order to resolve all disputes concerning the Policy and Death Benefit in this matter and that same is acceptable to this Court;

IT IS FURTHER ORDERED that within ten (10) days of full disbursement of the Death Benefit as stated above, the parties shall provide notice of same to the Court and shall request dismissal of this case with prejudice in its entirety with Franco and C.B. to bear their own respective fees and costs.

DATED February 19, 2025.



Gloria M. Navarro
UNITED STATES DISTRICT JUDGE

eSignature Details

Signer ID: LHGt9eSNGX1tunXvK5VdjYc
Signed by: Donna Benitez
Sent to email: dcbenitez3@gmail.com
IP Address: 70.170.192.0
Signed at: Feb 14 2025, 8:14 pm PST

Signer ID: E2Bn3LhN7xrLPumFwwpMQxmt
Signed by: Rory Kay
Sent to email: rkay@mcdonaldcarano.com
IP Address: 68.224.152.4
Signed at: Feb 18 2025, 4:29 am PST

Signer ID: 9XYA2Aegow5WuqR3ah82cquc
Signed by: Bryan Naddafi
Sent to email: bryan@avalonlg.com
IP Address: 24.234.4.150
Signed at: Feb 19 2025, 10:59 am PST